



**FILED**  
**ALAMEDA COUNTY**

JUN 13 2017

CLERK OF THE SUPERIOR COURT

By [Signature] Deputy

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Attorney for Defendant  
 WATER PURE, INC., individually and doing business as  
 PURITY PRODUCTS

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
**COUNTY OF ALAMEDA**

**ENVIRONMENTAL RESEARCH  
 CENTER, INC., a California non-profit  
 corporation**

**Plaintiff,**

**vs.**

**WATER PURE, INC., individually and  
 doing business as PURITY PRODUCTS and  
 DOES 1-100**

**Defendants.**

**CASE NO. RG17852042**

**STIPULATED CONSENT  
 JUDGMENT**

Health & Safety Code § 25249.5 *et seq.*

Action Filed:  
 Trial Date: None set

**1. INTRODUCTION**

1.1 On March 6, 2017, Plaintiff Environmental Research Center, Inc. ("ERC"), a non-profit corporation, as a private enforcer and in the public interest, initiated this action by filing a Complaint for Injunctive and Declaratory Relief and Civil Penalties (the "Complaint") pursuant

1 to the provisions of California Health and Safety Code section 25249.5 *et seq.* ("Proposition  
2 65"), against Water Pure, Inc., individually and doing business as Purity Products ("Purity  
3 Products") and Does 1-100. In this action, ERC alleges that a number of products  
4 manufactured, distributed, or sold by Purity Products contain lead and/or cadmium, chemicals  
5 listed under Proposition 65 as carcinogens and reproductive toxins, and expose consumers to  
6 these chemicals at a level requiring a Proposition 65 warning. These products (referred to  
7 hereinafter individually as a "Covered Product" or collectively as "Covered Products") are: (1)  
8 Purity Products Organic Protein Smoothie French Vanilla (lead, cadmium), (2) Purity Products  
9 Organic Juice Cleanse OJC Daily SuperFood Apple Surprise (lead), (3) Purity Products Organic  
10 Juice Cleanse OJC Plus Super Formula Berry Surprise (lead), (4) Purity Products Organic Juice  
11 Cleanse OJC Plus Super Formula Cranberry Cleanse (lead), (5) Purity Products Triple Greens  
12 Apple Burst Flavor (lead), (6) Purity Products Triple Action Garcinia (lead), (7) Purity Products  
13 Organic Juice Cleanse OJC Daily Super Food Red Berry Surprise (lead), (8) Purity Products  
14 Blueberry Detox (lead), (9) Purity Products Organic Juice Cleanse OJC Daily Super Food Dark  
15 Chocolate Surprise (lead), (10) Purity Products Organic Protein Smoothie Great Dark Chocolate  
16 Taste (lead, cadmium), and (11) Purity Products Ultimate Prostate Formula (lead).

17       **1.2**     ERC and Purity Products are hereinafter referred to individually as a "Party" or  
18 collectively as the "Parties."

19       **1.3**     ERC is a 501 (c)(3) California non-profit corporation dedicated to, among other  
20 causes, helping safeguard the public from health hazards by reducing the use and misuse of  
21 hazardous and toxic chemicals, facilitating a safe environment for consumers and employees,  
22 and encouraging corporate responsibility.

23       **1.4**     For purposes of this Consent Judgment, the Parties agree that Purity Products is a  
24 business entity that has employed ten or more persons at all times relevant to this action, and  
25 qualifies as a "person in the course of business" within the meaning of Proposition 65. Purity  
26 Products manufactures, distributes, and/or sells the Covered Products.

27       **1.5**     The Complaint is based on allegations contained in ERC's Notice of Violation  
28 dated December 22, 2016 that was served on the California Attorney General, other public

1 enforcers, and Purity Products ("Notice"). A true and correct copy of the 60-Day Notice dated  
2 December 22, 2016 is attached hereto as **Exhibit A** and incorporated herein by reference.  
3 More than 60 days have passed since the Notice was served on the Attorney General, public  
4 enforcers, and Purity Products and no designated governmental entity has filed a complaint  
5 against Purity Products with regard to the Covered Products or the alleged violations.

6 1.6 ERC's Notice and Complaint allege that use of the Covered Products exposes  
7 persons in California to lead and/or cadmium without first providing clear and reasonable  
8 warnings in violation of California Health and Safety Code section 25249.6. Purity Products  
9 denies all material allegations contained in the Notice and Complaint.

10 1.7 The Parties have entered into this Consent Judgment in order to settle,  
11 compromise, and resolve disputed claims and thus avoid prolonged and costly litigation.  
12 Nothing in this Consent Judgment nor compliance with this Consent Judgment shall constitute or  
13 be construed as an admission by any of the Parties or by any of their respective officers,  
14 directors, shareholders, employees, agents, parent companies, subsidiaries, divisions, franchisees,  
15 licensees, customers, suppliers, distributors, wholesalers, or retailers of any fact, issue of law, or  
16 violation of law.

17 1.8 Except as expressly set forth herein, nothing in this Consent Judgment shall  
18 prejudice, waive, or impair any right, remedy, argument, or defense the Parties may have in any  
19 current or future legal proceeding unrelated to these proceedings.

20 1.9 The Effective Date of this Consent Judgment is the date on which it is entered as  
21 a Judgment by this Court.

## 22 2. JURISDICTION AND VENUE

23 For purposes of this Consent Judgment and any further court action that may become  
24 necessary to enforce this Consent Judgment, the Parties stipulate that this Court has subject matter  
25 jurisdiction over the allegations of violations contained in the Complaint, personal jurisdiction  
26 over Purity Products as to the acts alleged in the Complaint, that venue is proper in Alameda  
27 County, and that this Court has jurisdiction to enter this Consent Judgment as a full and final  
28 resolution of all claims up through and including the Effective Date which were or could have

1 been asserted in this action based on the facts alleged in the Notice and Complaint.

2 **3. INJUNCTIVE RELIEF AND WARNINGS**

3 **3.1** Beginning thirty (30) days after the Effective Date, Purity Products shall be  
4 permanently enjoined from manufacturing for sale in the State of California, "Distributing into  
5 the State of California", or directly selling in the State of California, any Covered Products  
6 which exposes a person to a "Daily Lead Exposure Level" of more than 0.5 micrograms of lead  
7 per day and/or "Daily Cadmium Exposure Level" of more than 4.1 micrograms of cadmium per  
8 day unless it meets the warning requirements under Section 3.2.

9 **3.1.1** As used in this Consent Judgment, the term "Distributing into the State  
10 of California" shall mean to directly ship a Covered Product into California for sale in  
11 California or to sell a Covered Product to a distributor that Purity Products knows or has reason  
12 to know will sell the Covered Product in California.

13 **3.1.2** For purposes of this Consent Judgment, the "Daily Lead Exposure  
14 Level" and "Daily Cadmium Exposure Level" shall be measured in micrograms, and shall be  
15 calculated using the following formula: micrograms of lead or cadmium per gram of product,  
16 multiplied by grams of product per serving of the product (using the largest serving size  
17 appearing on the product label), multiplied by servings of the product per day (using the largest  
18 number of servings in a recommended dosage appearing on the product label), which equals  
19 micrograms of lead or cadmium exposure per day.

20 **3.2 Clear and Reasonable Warnings**

21 If Purity Products is required to provide a warning pursuant to Section 3.1, the warning  
22 ("Warning") must be provided as follows:

23 Prior to August 30, 2018 either of the following Warnings may be utilized:

24 **WARNING:** This product contains chemicals known to the State of California to  
25 cause [cancer and] birth defects or other reproductive harm.

26 **WARNING:** Consuming this product can expose you to chemicals including [lead]  
27 [and] [cadmium] which is [are] known to the State of California to cause [cancer  
28 and] birth defects or other reproductive harm. For more information go to  
[www.P65Warnings.ca.gov/food](http://www.P65Warnings.ca.gov/food).

1 After August 30, 2018 the following Warning must be utilized:

2       **WARNING:** Consuming this product can expose you to chemicals including [lead]  
3       [and] [cadmium] which is [are] known to the State of California to cause [cancer  
4       and] birth defects or other reproductive harm. For more information go to  
5       [www.P65Warnings.ca.gov/food](http://www.P65Warnings.ca.gov/food).

6       Purity Products shall use the phrase "cancer and" in the Warning only if the "Daily Lead  
7       Exposure Level" is greater than 15 micrograms of lead. As identified in the brackets, for the  
8       warning language that must be utilized after August 30, 2018 (but may be used earlier at Purity  
9       Products' option), the Warning shall appropriately reflect whether there is lead, cadmium, or both  
10      chemicals present in each of the Covered Products.

11      For direct sales from Purity Products, the Warning shall be provided on the invoice  
12      accompanying the Covered Products shipped to California. Purity Products shall provide one  
13      invoice Warning for each Covered Product or one invoice Warning that lists all of the Covered  
14      Products. The Covered Products may be returned by the consumer for a refund within 30 days of  
15      the invoice date at no cost to the consumer if the consumer references the Warning as a reason  
16      for the return. The Warning must be present on the front of the invoice.

17      For sales of the Covered Product by retailers other than Purity Products, the Warning  
18      shall be provided on the retailer's website in one or more of the following locations: 1) adjacent  
19      to the Covered Product display; 2) adjacent to the Covered Product description; or 3) during the  
20      checkout process when a California delivery address is indicated for any purchase of any  
21      Covered Product. If Purity Products provides proof to ERC that it has provided written notice of  
22      the Warning language required by this Consent Judgment to a retailer of the Covered Products,  
23      and that retailer subsequently refuses to comply by electing instead to utilize a materially similar  
24      Proposition 65 warning, Purity Products will not be held responsible for violation of this Consent  
25      Judgment.

26      The Warning shall be at least the same size as the largest of any other health or safety  
27      warnings also appearing on its website or on the label or container of Purity Products' product  
28      packaging and the word "**WARNING**" shall be in all capital letters and in bold print. No

1 statements intended to or likely to have the effect of diminishing the impact of the Warning on the  
2 average lay person shall accompany the Warning. Further no statements may accompany the  
3 Warning that state or imply that the source of the listed chemical has an impact on or results in a  
4 less harmful effect of the listed chemical.

5 Purity Products must display the above Warning with such conspicuousness, as compared  
6 with other words, statements, design of the label, container, or on its website, as applicable, to  
7 render the Warning likely to be read and understood by an ordinary individual under customary  
8 conditions of purchase or use of the product.

#### 9 4. SETTLEMENT PAYMENT

10 4.1 In full satisfaction of all potential civil penalties, additional settlement payments,  
11 attorney's fees, and costs, Purity Products shall make a total payment of \$50,000.00 ("Total  
12 Settlement Amount") according to the following payment schedule:

- 13 • Payment 1 -- \$12,500.00 within 14 days of the Effective Date ("Due Date")
- 14 • Payment 2 -- \$12,500.00 within 45 days of the Effective Date ("Due Date")
- 15 • Payment 3 -- \$12,500.00 within 75 days of the Effective Date ("Due Date")
- 16 • Payment 4 -- \$12,500.00 within 105 days of the Effective Date ("Due Date")

17 Purity Products shall make this payment by wire transfer to ERC's escrow account, for  
18 which ERC will give Purity Products the necessary account information. The Total Settlement  
19 Amount shall be apportioned as follows:

20 4.2 \$15,444.41 shall be considered a civil penalty pursuant to California Health and  
21 Safety Code section 25249.7(b)(1). ERC shall remit 75% (\$11,583.31) of the civil penalty to  
22 the Office of Environmental Health Hazard Assessment ("OEHHA") for deposit in the Safe  
23 Drinking Water and Toxic Enforcement Fund in accordance with California Health and Safety  
24 Code section 25249.12(c). ERC will retain the remaining 25% (\$3,861.10) of the civil penalty.

25 4.3 \$4,291.70 shall be distributed to ERC as reimbursement to ERC for reasonable  
26 costs incurred in bringing this action.

27 4.4 \$11,583.29 shall be distributed to ERC as an Additional Settlement Payment  
28 ("ASP"), pursuant to California Code of Regulations, title 11, sections 3203, subdivision (d) and

1 3204. ERC will utilize the ASP for activities that address the same public harm as allegedly  
2 caused by Defendant in this matter. These activities are detailed below and support ERC's  
3 overarching goal of reducing and/or eliminating hazardous and toxic chemicals in dietary  
4 supplement products in California. ERC's activities have had, and will continue to have, a direct  
5 and primary effect within the State of California because California consumers will be benefitted  
6 by the reduction and/or elimination of exposure to lead and/or cadmium in dietary supplements  
7 and/or by providing clear and reasonable warnings to California consumers prior to ingestion of  
8 the products.

9       Based on a review of past years' actual budgets, ERC is providing the following list of  
10 activities ERC engages in to protect California consumers through Proposition 65 citizen  
11 enforcement, along with a breakdown of how ASP funds will be utilized to facilitate those  
12 activities: (1) ENFORCEMENT (65-80%): obtaining, shipping, analyzing, and testing dietary  
13 supplement products that may contain lead and/or cadmium and are sold to California  
14 consumers. This work includes continued monitoring and enforcement of past consent judgments  
15 and settlements to ensure companies are in compliance with their obligations thereunder, with a  
16 specific focus on those judgments and settlements concerning lead and/or cadmium. This work  
17 also includes investigation of new companies that ERC does not obtain any recovery through  
18 settlement or judgment; (2) VOLUNTARY COMPLIANCE PROGRAM (10-20%): maintaining  
19 ERC's Voluntary Compliance Program by acquiring products from companies, developing and  
20 maintaining a case file, testing products from these companies, providing the test results and  
21 supporting documentation to the companies, and offering guidance in warning or implementing a  
22 self-testing program for lead and/or cadmium in dietary supplement products; and (3) "GOT  
23 LEAD" PROGRAM (up to 5%): maintaining ERC's "Got Lead?" Program which reduces the  
24 numbers of contaminated products that reach California consumers by providing access to free  
25 testing for lead in dietary supplement products (Products submitted to the program are screened  
26 for ingredients which are suspected to be contaminated, and then may be purchased by ERC,  
27 catalogued, sent to a qualified laboratory for testing, and the results shared with the consumer  
28 that submitted the product).



1 ERC shall be fully accountable in that it will maintain adequate records to document and  
2 will be able to demonstrate how the ASP funds will be spent and can assure that the funds are  
3 being spent only for the proper, designated purposes described in this Consent Judgment. ERC  
4 shall provide the Attorney General, within thirty days of any request, copies of documentation  
5 demonstrating how such funds have been spent.

6 4.5 \$1,080.00 shall be distributed to Michael Freund as reimbursement of ERC's  
7 attorney's fees, \$5,775.00 shall be distributed to Ryan Hoffinan as reimbursement of ERC's  
8 attorney's fees, while \$11,825.60 shall be distributed to ERC for its in-house legal fees. Except  
9 as explicitly provided herein, each Party shall bear its own fees and costs.

10 4.6 In the event that Purity Products fails to remit any payment pursuant to Section  
11 4.1 on or before its respective Due Date, Purity Products shall be deemed to be in material  
12 breach of its obligations under this Consent Judgment. ERC shall provide written notice of the  
13 delinquency to Purity Products via electronic mail. If Purity Products fails to deliver the  
14 delinquent payment within five (5) days from the written notice, the Total Settlement Amount  
15 shall be immediately due and owing and shall accrue interest at the statutory judgment interest  
16 rate provided in the California Code of Civil Procedure section 685.010. Additionally, Purity  
17 Products agrees to pay ERC's reasonable attorney's fees and costs for any efforts to collect the  
18 payment due under this Consent Judgment.

## 19 5. MODIFICATION OF CONSENT JUDGMENT

20 5.1 This Consent Judgment may be modified only as to injunctive terms (i) by  
21 written stipulation of the Parties or pursuant to Section 5.4 and (ii) upon entry by the Court of a  
22 modified consent judgment.

23 5.2 If Purity Products seeks to modify this Consent Judgment under Section 5.1, then  
24 Purity Products must provide written notice to ERC of its intent ("Notice of Intent"). If ERC  
25 seeks to meet and confer regarding the proposed modification in the Notice of Intent, then ERC  
26 must provide written notice to Purity Products within thirty (30) days of receiving the Notice of  
27 Intent. If ERC notifies Purity Products in a timely manner of ERC's intent to meet and confer,  
28 then the Parties shall meet and confer in good faith as required in this Section. The Parties



1 shall meet in person or via telephone within thirty (30) days of ERC's notification of its intent  
2 to meet and confer. Within thirty (30) days of such meeting, if ERC disputes the proposed  
3 modification, ERC shall provide to Purity Products a written basis for its position. The Parties  
4 shall continue to meet and confer for an additional thirty (30) days in an effort to resolve any  
5 remaining disputes. Should it become necessary, the Parties may agree in writing to different  
6 deadlines for the meet-and-confer period.

7       **5.3** In the event that Purity Products initiates or otherwise requests a modification  
8 under Section 5.1, and the meet and confer process leads to a joint motion or application of the  
9 Consent Judgment, Purity Products shall reimburse ERC its costs and reasonable attorney's  
10 fees for the time spent in the meet-and-confer process and filing and arguing the motion or  
11 application.

12       **5.4** Where the meet-and-confer process does not lead to a joint motion or  
13 application in support of a modification of the Consent Judgment, then either Party may seek  
14 judicial relief on its own.

15       **6. RETENTION OF JURISDICTION, ENFORCEMENT OF CONSENT**  
16       **JUDGMENT**

17       This Court shall retain jurisdiction of this matter to enforce, modify, or terminate this  
18 Consent Judgment.

19       **7. APPLICATION OF CONSENT JUDGMENT**

20       This Consent Judgment may apply to, be binding upon, and benefit the Parties and their  
21 respective officers, directors, shareholders, employees, agents, parent companies, subsidiaries,  
22 divisions, franchisees, licensees, customers (excluding private labelers), distributors, wholesalers,  
23 retailers, predecessors, successors, and assigns. This Consent Judgment shall have no  
24 application to any Covered Product which is distributed or sold exclusively outside the State of  
25 California and which is not used by California consumers.

26       **8. BINDING EFFECT, CLAIMS COVERED AND RELEASED**

27       **8.1** This Consent Judgment is a full, final, and binding resolution between ERC,  
28 on behalf of itself and in the public interest, and Purity Products and its respective officers,

1 directors, shareholders, employees, agents, parent companies, subsidiaries, divisions, suppliers,  
2 franchisees, licensees, customers (not including private label customers of Purity Products),  
3 distributors, wholesalers, retailers, and all other upstream and downstream entities in the  
4 distribution chain of any Covered Product, and the predecessors, successors, and assigns of any  
5 of them (collectively, "Released Parties"). ERC hereby fully releases and discharges the  
6 Released Parties from any and all claims, actions, causes of action, suits, demands, liabilities,  
7 damages, penalties, fees, costs, and expenses asserted, or that could have been asserted from  
8 the handling, use, or consumption of the Covered Products, as to any alleged violation of  
9 Proposition 65 or its implementing regulations arising from the failure to provide Proposition  
10 65 warnings on the Covered Products regarding lead and/or cadmium up to and including the  
11 Effective Date.

12       8.2       ERC on its own behalf only, and Purity Products on its own behalf only,  
13 further waive and release any and all claims they may have against each other for all actions or  
14 statements made or undertaken in the course of seeking or opposing enforcement of Proposition  
15 65 in connection with the Notice and Complaint up through and including the Effective Date,  
16 provided, however, that nothing in Section 8 shall affect or limit any Party's right to seek to  
17 enforce the terms of this Consent Judgment.

18       8.3       It is possible that other claims not known to the Parties, arising out of the facts  
19 alleged in the Notice and Complaint, and relating to the Covered Products, will develop or be  
20 discovered. ERC on behalf of itself only, and Purity Products on behalf of itself only,  
21 acknowledge that this Consent Judgment is expressly intended to cover and include all such  
22 claims up through and including the Effective Date, including all rights of action therefore.  
23 ERC and Purity Products acknowledge that the claims released in Sections 8.1 and 8.2 above  
24 may include unknown claims, and nevertheless waive California Civil Code section 1542 as to  
25 any such unknown claims. California Civil Code section 1542 reads as follows:

26       A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE  
27       CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER  
28       FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF

1 KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS  
2 OR HER SETTLEMENT WITH THE DEBTOR.

3 ERC on behalf of itself only, and Purity Products on behalf of itself only, acknowledge and  
4 understand the significance and consequences of this specific waiver of California Civil Code  
5 section 1542.

6 **8.4** Compliance with the terms of this Consent Judgment shall be deemed to  
7 constitute compliance with Proposition 65 by any releasee regarding alleged exposures to lead  
8 and/or cadmium in the Covered Products as set forth in the Notice and Complaint.

9 **8.5** Nothing in this Consent Judgment is intended to apply to any occupational or  
10 environmental exposures arising under Proposition 65, nor shall it apply to any of Purity  
11 Products' products other than the Covered Products.

## 12 **9. SEVERABILITY OF UNENFORCEABLE PROVISIONS**

13 In the event that any of the provisions of this Consent Judgment are held by a court to be  
14 unenforceable, the validity of the remaining enforceable provisions shall not be adversely affected.

## 15 **10. GOVERNING LAW**

16 The terms and conditions of this Consent Judgment shall be governed by and construed in  
17 accordance with the laws of the State of California.

## 18 **11. PROVISION OF NOTICE**

19 All notices required to be given to either Party to this Consent Judgment by the other shall  
20 be in writing and sent to the following agents listed below via first-class mail. Courtesy copies via  
21 email may also be sent.

### 22 **FOR ENVIRONMENTAL RESEARCH CENTER, INC.:**

23 Chris Heptinstall, Executive Director, Environmental Research Center  
24 3111 Camino Del Rio North, Suite 400  
25 San Diego, CA 92108  
26 Tel: (619) 500-3090  
27 Email: chris\_erc501c3@yahoo.com

28 With a copy to:  
Michael Freund  
Ryan Hoffman  
Michael Freund & Associates  
1919 Addison Street, Suite 105

1 Berkeley, CA 94704  
2 Telephone: (510) 540-1992  
3 Facsimile: (510) 540-5543

4 **FOR WATER PURE, INC., individually and**  
5 **doing business as PURITY PRODUCTS:**

6 Jahn Levin, CEO  
7 Water Pure, Inc. dba Purity Products  
8 200 Terminal Drive  
9 Plainview, NY 11803

10 With a copy to:  
11 Daniel S. Silverman  
12 Venable LLP  
13 2049 Century Park East, Suite 2300  
14 Los Angeles, CA 90067  
15 Tel: (310) 229-0373  
16 Fax: (310) 229-9901  
17 Email: dssilverman@venable.com

18 **12. COURT APPROVAL**

19 **12.1** Upon execution of this Consent Judgment by the Parties, ERC shall notice a  
20 Motion for Court Approval. The Parties shall use their best efforts to support entry of this  
21 Consent Judgment.

22 **12.2** If the California Attorney General objects to any term in this Consent Judgment,  
23 the Parties shall use their best efforts to resolve the concern in a timely manner, and if possible  
24 prior to the hearing on the motion.

25 **12.3** If this Stipulated Consent Judgment is not approved by the Court, it shall be  
26 void and have no force or effect.

27 **13. EXECUTION AND COUNTERPARTS**

28 This Consent Judgment may be executed in counterparts, which taken together shall be  
deemed to constitute one document. A facsimile or .pdf signature shall be construed to be as valid  
as the original signature.

**14. DRAFTING**

The terms of this Consent Judgment have been reviewed by the respective counsel for each  
Party prior to its signing, and each Party has had an opportunity to fully discuss the terms and  
conditions with legal counsel. The Parties agree that, in any subsequent interpretation and

1 construction of this Consent Judgment, no inference, assumption, or presumption shall be drawn,  
2 and no provision of this Consent Judgment shall be construed against any Party, based on the fact  
3 that one of the Parties and/or one of the Parties' legal counsel prepared and/or drafted all or any  
4 portion of the Consent Judgment. It is conclusively presumed that all of the Parties participated  
5 equally in the preparation and drafting of this Consent Judgment.

6 **15. GOOD FAITH ATTEMPT TO RESOLVE DISPUTES**

7 If a dispute arises with respect to either Party's compliance with the terms of this Consent  
8 Judgment entered by the Court, the Parties shall meet and confer in person, by telephone, and/or in  
9 writing and endeavor to resolve the dispute in an amicable manner. No action or motion may be  
10 filed in the absence of such a good faith attempt to resolve the dispute beforehand.

11 **16. ENFORCEMENT**

12 ERC may, by motion or order to show cause before the Superior Court of Alameda  
13 County, enforce the terms and conditions contained in this Consent Judgment. In any action  
14 brought by ERC to enforce this Consent Judgment, ERC may seek whatever fines, costs,  
15 penalties, or remedies as are provided by law for failure to comply with the Consent Judgment.  
16 To the extent the failure to comply with the Consent Judgment constitutes a violation of  
17 Proposition 65 or other laws, ERC shall not be limited to enforcement of this Consent Judgment,  
18 but may seek in another action whatever fines, costs, penalties, or remedies as are provided by  
19 law for failure to comply with Proposition 65 or other laws.

20 **17. ENTIRE AGREEMENT, AUTHORIZATION**

21 **17.1** This Consent Judgment contains the sole and entire agreement and  
22 understanding of the Parties with respect to the entire subject matter herein, and any and all  
23 prior discussions, negotiations, commitments, and understandings related hereto. No  
24 representations, oral or otherwise, express or implied, other than those contained herein have  
25 been made by any Party. No other agreements, oral or otherwise, unless specifically referred to  
26 herein, shall be deemed to exist or to bind any Party.

27 **17.2** Each signatory to this Consent Judgment certifies that he or she is fully  
28 authorized by the Party he or she represents to stipulate to this Consent Judgment.

1     18. REQUEST FOR FINDINGS, APPROVAL OF SETTLEMENT AND ENTRY OF  
2     CONSENT JUDGMENT

3     This Consent Judgment has come before the Court upon the request of the Parties. The  
4     Parties request the Court to fully review this Consent Judgment and, being fully informed  
5     regarding the matters which are the subject of this action, to:

6         (1) Find that the terms and provisions of this Consent Judgment represent a fair and  
7     equitable settlement of all matters raised by the allegations of the Complaint that the matter has  
8     been diligently prosecuted, and that the public interest is served by such settlement; and

9         (2) Make the findings pursuant to California Health and Safety Code section  
10    25249.7(f)(4), approve the Settlement, and approve this Consent Judgment.

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1 IT IS SO STIPULATED:  
2

3 Dated: 3/14/, 2017

ENVIRONMENTAL RESEARCH  
CENTER, INC.

4  
5 By: 

Christopher Install, Executive Director

6  
7 Dated: 3/15, 2017

WATER PURE, INC., individually and  
doing business as PURITY PRODUCTS

8  
9 By: 

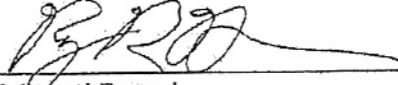
Jatin Levin, CEO



1 APPROVED AS TO FORM:

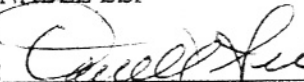
2  
3 Dated: 3/14, 2017

MICHAEL FREUND & ASSOCIATES

4 By:   
5 Michael Freund  
6 Ryan Hoffman  
7 Attorneys for Plaintiff Environmental  
8 Research Center, Inc.

9  
10 Dated: 3/15, 2017

VENABLE LLP

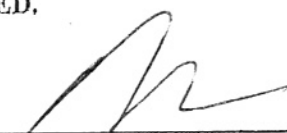
11 By:   
12 Daniel S. Silverman  
13 Attorney for Defendant Water Pure, Inc.,  
14 individually and doing business as Purity  
15 Products

16 ORDER AND JUDGMENT

17 Based upon the Parties' Stipulation, and good cause appearing, this Consent Judgment is  
18 approved and Judgment is hereby entered according to its terms.

19 IT IS SO ORDERED, ADJUDGED AND DECREED.

20 Dated: 6/13, 2017

21   
22 Judge of the Superior Court

23 Robert D. McGuinness